Premier Products, Inc. *and* Communications Workers of America, Local 3414, AFL–CIO. Case 15–CA–11189

May 29, 1991

DECISION AND ORDER

BY MEMBERS DEVANEY, OVIATT, AND RAUDABAUGH

On February 22, 1991, Administrative Law Judge Richard J. Linton issued the attached decision. The Respondent filed exceptions. The General Counsel and the Charging Party filed answering briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs[1] and has decided to affirm the judge's rulings, findings, and conclusions[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Premier Products, Inc., Ouachita Parish, Louisiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The General Counsel and the Charging Party have moved to strike the Respondent's exceptions on the ground that they fail to set forth specifically the questions of procedure, fact, law or policy to which exceptions are taken, and fail to notify the Board of the grounds for its exceptions or the portions of the record relied on in support of its position. Although the Respondent's exceptions do not fully comply with Sec. 102.46(b) of the Board's Rules and Regulations, we have decided not to reject them since the exceptions sufficiently state the Respondent's position. See *Fiber Industries*, 267 NLRB 840 fn. 2 (1983). Accordingly, the General Counsel's and the Charging Party's motions to strike the Respondent's exceptions are denied. In considering the Respondent's exceptions, however, we have not considered arguments or statements that are based on information that is not part of the record evidence in this case.

[2] In adopting the judge's findings and conclusions, Member Oviatt finds it unnecessary to rely on *Capitol Steel & Iron Co.*, 299 NLRB 484 (1990).

Timothy L. Watson, Esq. and (not on brief) *Kathleen McKinney, Esq.*, for the General Counsel.
Robert M. Weaver, Esq. and (with him on brief) *John L. Quinn, Esq. (Longshore, Nakamura & Quinn)*, Birmingham, Alabama, for the Charging Party.
Peyton Wilson, President and *James A. Jones*, Plant Manager, for the Respondent.

DECISION

STATEMENT OF THE CASE

RICHARD J. LINTON, Administrative Law Judge. This is a successorship case. Finding Premier Products to be a successor employer, I order it to recognize and bargain with the Union, CWA Local 3414.

I presided at this hearing in Monroe, Louisiana, on November 29, 1990, pursuant to the May 31, 1990 complaint issued by the General Counsel of the National Labor Relations Board through the Regional Director for Region 15 of the Board. The complaint is based on a charge filed April 3, 1990, by Communications Workers of America, Local 3414, AFL–CIO (Union, Local 3414, or Charging Party) against Dittco Products, Inc. and Premier Products, Inc.—single, joint and/or successor employers and/or alter ego (Respondent or Premier).[1]

In the complaint the General Counsel alleges that Premier has violated Section 8(a)(5) and (1) of the Act since on or about February 9, 1990 by failing and refusing to recognize and bargain with the Union. No acts are alleged as independent violations of Section 8(a)(1) of the Act.

By its answer Respondent admits certain factual matters but denies violating the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and the Union (Premier did not file a brief), I make the following

FINDINGS OF FACT

I. JURISDICTION

A Louisiana corporation located in Monroe, Louisiana, Premier Products, Inc. manufactures and sells at nonretail steel doors, door frames, and aluminum windows. Based on a projection of its operations since about January 15, Premier annually will purchase and receive, at its Monroe facility, goods valued in excess of $50,000 direct from points outside Louisiana. Respondent Premier admits, and I find, that it is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION INVOLVED

Respondent admits by stipulation, and I find, that Communications Workers of America (CWA), Local 3414 is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background*

Premier sits on land owned by Victor Ditta. He owns the land through Ditta Realty, one of three firms he controls. In 1960 Ditta erected several buildings on the property. At that time Dittco Products, Inc., named after Ditta (and presumably owned, at least in part, by him or his family), began operation at the location. Since 1965 none of the Ditta family has owned any shares of Dittco Products (Dittco). (1:139-141, Ditta).[2] Following a series of layoffs beginning in the spring of 1989, Dittco closed in October 1989. (1:19-20, 149). The parties stipulated that Dittco manufactured steel doors, door frames, and aluminum windows. (1:16-17).

As stipulated by the parties, in about 1983 the Union was certified as the exclusive bargaining representative for Dittco's production and maintenance employees, and it re-

[1] All dates are for 1990 unless otherwise indicated. The record contains no amended charge. The complaint names Premier as the only respondent.

[2] References to the one-volume transcript of testimony are by volume and page.

mained the recognized bargaining agent until Dittco closed. (GCX 2 at 3).[3] The Dittco bargaining unit consisted of (GCX 2, par. 5a):

> All production and maintenance employees, including leadmen, employed by Dittco at its plant located on Highway 165 North, Ouachita Parish, Louisiana; excluding office clerical employees, technical employees, truck drivers, sales employees, quality control and safety employees, coordinator, foremen, guards, and supervisors as defined in the Act.

At Dittco's October 1989 closing, Dittco and the Union were parties to a 3-year collective-bargaining agreement (CBA) effective by its terms from March 25, 1989 to March 25, 1992. (GCX 3; 1:35).

Edcail Williams was the Union's job steward at Dittco. His last day at Dittco was about October 13, 1989. (1:99, 107). Plant Manager Jones told Williams that everyone was being terminated that day. Williams testified that Jones told him to return on January 2 and apply with any successor. To Williams' question of whether a recall was to be by seniority, Jones replied that it would be a new company which did not have to recognize the CBA. (1:101, 109). In early November Williams went back to the plant and found 6 to 8 workers on the job. Jones told Williams he was trying to get the rest of the jobs out. (1:109-110). Jones denies telling Williams to apply on January 2 and denies talking with Williams in November. (1:154). I credit Williams who testified more persuasively.

By letter dated December 27, 1989 (GCX 5), Barbara J. Cook, Local 3414's vice president, wrote to ''Peyton Wilson, General Manager, Premier Products,'' as follows:

> Dear Mr. Wilson:
>
> Communications Workers of America Local 3414 has been informed that Premier Products has purchased the formerly Dittco Products, Inc. and will soon be hiring employees to start operation of the plant.
>
> Please be advised that Communications Workers of America Local 3414 is still the bargaining agent for the employees of Premier Products, formerly Dittco Products, Inc., Monroe, Louisiana according to the succession clause in the Preamble of the agreement between Communications Workers of America and Dittco Products, Inc., Monroe, Louisiana, (Effective March 25, 1989 through March 25, 1992).
>
> Consequently, CWA Local 3414 demands to be timely informed in writing of:
>
> 1. The date when applications for hiring will be first taken.
> 2. The date when hiring will first occur.
> 3. The date when plant operations will first begin.
>
> Sincerely yours,
> /s/ Barbara J. Cook
> Barbara J. Cook
> Vice President

By letter dated January 3, 1990 (GCX 6), Wilson replied:

> Dear Ms Cook:
>
> We received your letter of December 27, 1989 (#P468387483).
>
> Please understand that Premier Products, Inc. is a new company. We will be accepting employment applications for employment that should be available during the week of January 5, 1990.
>
> Premier Products, Inc. has not purchased the former Dittco Products, Inc., therefore we cannot recognize you as a bargaining agent at this time.
>
> Sincerely,
> PREMIER PRODUCTS, INC.
> /s/ Peyton Wilson
> Peyton Wilson,
> General Manager

Ditta testified that on January 2, 1990, he filed the articles of incorporation for Premier. (1:143). From Premier's inception, Ditta has been chairman of Premier's board of directors and Premier's chief executive officer, or CEO. (1:32-33, 144). From Premier's first day, Peyton Wilson has been its president and general manager. He is also a director. (1:19, 25, 114). Wilson had been Dittco's personnel manager for some 15 years. (1:18-19, 114). James A. Jones is, and at all times has been, Premier's plant manager; he also was Dittco's plant manager. (1:18, 117, 148).

> In addition to Victor Ditta's participation, Premier was formed by Peyton Wilson, James Jones, and six other former salaried employees of Dittco (1:20-23), plus three other individuals, with the 12 owning equal shares of Premier. (1:144-145). None of Premier's shareholders was a shareholder in Dittco (1:156), and there are no common officers. (1:18). As Dittco before it, Premier manufactures steel doors, door frames, and aluminum windows. (1:16-17, 79-80). The parties stipulated that Premier began hiring around January 9 and that by January 15 it had hired a work crew. (1:28-29). Wilson testified that plant Manager Jones did the initial hiring and that production began around mid-January. (1:117). Jones testified that he began taking applications on January 2, with some 98 percent of the applicants being former employees of Dittco.[4] Jones understood from these applicants that they were unemployed. Of the first 20 employees hired, Jones testified, some 15 were former Dittco employees. (1:153). This was in January, as reflected by stipulation, with all of the first 12 salaried employees, and a majority of the first 18 production and maintenance employees, being former employees of Dittco. (1:25-29).

In early January Local 3414 President ''Ricky'' Young telephoned Peyton Wilson and asked for recognition of the Union. Wilson said Premier would not honor the CBA and that he seriously doubted Premier would recognize the Union as bargaining agent for the employees. (1:62-63).

On February 9 CWA Representative Noah V. Savant met with Wilson and Jones in the same conference room where he had met with them when they represented Dittco. (1:40).

[3] Only the General Counsel offered exhibits. I designate them as GCX.

[4] Former Dittco employee Kalvin G. Johnson, hired by Premier, testified that the Union notified Dittco unit employees by letter of the need to apply on January 2. (1:76, 87). No copy of the letter is in evidence.

In response to questions by Savant, Wilson replied that Premier had 29 hourly employees on the payroll, with some 25 being former hourly employees of Dittco. Of the 12 salaried employees at Premier, all were from Dittco. (1:40). Wilson said Premier would not recognize the Union as the bargaining agent for Premier's employees. (1:42; GCX 2 par. 6).

The parties stipulated that in May 1990 Premier had about 33 hourly paid employees, with all but 4 or 5 being former Dittco employees, plus some 18 salaried employees with about 15 of them being former salaried employees of Dittco. (1:30-31).

Plant Manager Jones testified that, as of the hearing, Premier had 29 hourly employees (1:155), although Wilson puts the number at 30 to 31 with 65 percent to 70 percent being former Dittco employees.[5] Of the 30 to 31, all but 5 are production and maintenance employees. Of the 16 to 17 salaried employees, at least 90 percent are from Dittco. (1:130-131). In short, by February 9 Premier had hired all, or nearly all, the hourly employees it had hired by the time of the hearing. The hiring after February 9 was of salaried employees.

Most of the testimonial references use the general term, ''hourly'' employees. Wilson explained that such term includes a few administrative employees working in the office—three in October 1989—as well as the production and maintenance employees. (1:126). As we have just seen, as of the November 29, 1990 hearing date, 5 of the 30 to 31 are, apparently, nonunit employees. Assuming that the 5 administrative employees also were employed as of February 9, and that they were among the 25 former Dittco employees, the resulting number is 20 former Dittco unit employees out of 24 (29 less 5) production and maintenance employees—a majority of 83.3 percent. And all of the 12 salaried (nonunit) employees on the payroll as of February 9 were former salaried employees of Dittco.

B. *Legal Principles*

An employer succeeds to the collective-bargaining obligation of another employer if (1) a majority of its employees in an appropriate unit at, or after, the time at which the union makes its bargaining demand are workers who had been employed by the predecessor, and (2) if similarities between the two operations manifest a *substantial continuity* between the enterprises. *Capitol Steel & Iron Co.*, 299 NLRB 484, 486 citing *Fall River Dyeing Corp. v. NLRB*, 482 U.S. 27, 125 LRRM 2441 (1987).

Quoting from *Fall River*, the Board in *Capitol Steel*, supra at 486, summarizes the factors for making the enterprise continuity determination as follows:

> 1. Whether the business of both employers is essentially the same.
>
> 2. Whether the employees of the new company are doing the same jobs in the same working conditions under the same supervisors.
>
> 3. Whether the new entity has the same production process, produces the same products, and has basically the same body of customers.

[5] The record suggests that the slight differences in numbers given by witnesses and stipulations are more a result of the lack of documentary evidence rather than a reflection of a difference in actual numbers.

In *Fall River*, the Supreme Court stressed that these factors are to be assessed primarily from the employees' perspective. Thus, the question is whether those employees who have been retained will understandably view their job situations as essentially unaltered. *Fall River*, 125 LRRM at 2447; *Capitol Steel*, 299 NLRB 484, 486.

The matter of a hiatus (7 months in *Fall River*) is only one factor to be considered, and it is relevant only when there are other indicia of discontinuity. *Fall River*, 125 LRRM at 2448.

In those cases, such as this one, where there is a startup period by the new employer while it gradually builds its operations and hires employees, the Board has adopted the ''substantial and representative complement'' rule for fixing the moment when the determination as to the composition of the successor's workforce is to be made. If, at that moment, a majority of the successor's employees had been employed by its predecessor, then the successor has an obligation to recognize and bargain with the union that represented these employees. *Fall River*, 125 LRRM at 2449.

In deciding when a ''substantial and representative complement'' exists in a particular employer transition, the Board examines a number of factors. It considers (1) whether the job classifications designated for the operation were filled or substantially filled, (2) whether the operation was in normal or substantially normal production, (3) the size of the complement on that date and the time expected to elapse before a substantially larger complement would be at work, and (4) the relative certainty of the employer's expected expansion. *Fall River*, 125 LRRM 2449–2450.

Finally, in *Fall River*, id. at 2451, the Supreme Court approved the Board's ''continuing demand'' rule. Under that rule, when a union has made a premature demand which has been rejected by the employer, this demand remains in force until the moment when the employer attains a substantial and representative complement. *Fall River*, id.

C. *Substantial Continuity*

1. Facts

As described earlier, Premier manufactures the same types of products which Ditto did. Peyton Wilson testified, however, that Dittco produced standard products for metal buildings, whereas Premier manufactures to customer specifications. Thus, Premier manufactures for a different market even when the customer is the same. (1:122-123, 135). Wilson testified that some 50 to 60 percent of Premier's customers were customers of Dittco. (1:129, 134). Plant Manager Jones concedes that at Premier, as at Dittco, there are employees who place products on an assembly line (although there is not a pronounced assembly line as there was at Dittco), there are employees who paint the products, and there are employees who collect and package the products. (1:157-158).

Turning to the equipment used at Premier, I first note that the parties stipulated that Premier uses the same plant, machinery, equipment, and office furniture which Dittco had used. (1:32). Although Victor Ditta does not own the machinery, equipment, and furniture, he (one of his companies)

seized all the property when Dittco defaulted on its lease of the property. (1:141-143).[6]

The record does not disclose the total number of employees Dittco employed before its series of layoffs began, nor the number of employees by department. Kalvin G. Johnson, hired by Premier on January 2 (1:89-90), testified that he operated a glue machine at Dittco—the same machine he operates at Premier. (1:78-79). At Premier Johnson works under Tony Graves, the door department supervisor, the same department and supervisor he had at Dittco. (1:77, 79, 90). Graves delivered Johnson's paycheck at Dittco, as Graves does at Premier. (1:83).

At Dittco the employees did not wear uniforms, nor do they at Premier. (1:83). At Dittco Johnson worked full-time, 40 hours a week, operating the glue machine. At Premier Johnson works on the glue machine 20 hours a week and operates a shear the other 20. He never operated the shear at Dittco. At Dittco the door department had about 16 employees, whereas there now are 8. Johnson testified that employees at Premier move around and work on different machines because ''We don't have a full crew.'' (1:93-96). As Plant Manager Jones explains, employees move around and work in different areas, rather than on a definite assembly line, because Premier lacks the business to do otherwise. (1:155-156).

Employees at Premier use the same timeclock they used at Dittco (1:80), the same breakroom (1:81), and the same parking lot (1:82). Although paid holidays are the same, there now is no vacation (1:93), and Johnson is paid 7 percent less than he received at Dittco. (1:84). At Dittco employees were paid on Fridays whereas at Premier paydays are on Thursdays. (1:86). The difference apparently results from the fact Premier works 10 hours a day 4 days per week whereas Dittco, at least toward the last, worked 5 days a week. (1:85, 154). Summing it all up, Kalvin Johnson testified that ''it is the same place and everything. You know, after 11 years it didn't look like it changed to me.'' (1:83).

2. Conclusion

As the Board observed in *Capitol Steel & Iron Co.*, 299 NLRB 484, 487 (1990), mere diminution in size does not defeat a successorship finding if the putative successor can be said essentially to be operating the predecessor's business in miniature. Here, to make do under the constraint of less than a full complement of workers as Premier seeks to build its business, employees at Premier must perform more than one job, whereas at Dittco they worked exclusively on one job. Even so, at Premier glue machine operator Kalvin Johnson, for example, although now operating a shear half-time, nevertheless still operates the glue machine which he did while employed at predecessor Dittco. Performance of additional tasks does not mandate a finding that the business is substantially different from the employees' perspective. *Capitol Steel*, id.

The hiatus here, to the extent it is relevant at all, was a relatively brief 2 months or so. Moreover, I have not discussed evidence which indicates that in part of that time Dittco employed some employees on a contract basis to complete some jobs and had certain contacts with the Union. Moreover, contrary to the testimony of Wilson that production did not begin until mid-January, Edcail Williams, the Union's former job steward at Dittco, credibly testified that when he applied (unsuccessfully) at Premier on January 2 he could hear the press brake and a fork lift operating and he recognized several cars of former production workers of Dittco in the parking lot. (1:105-106). Kalvin Johnson began work on January 2 operating a press brake to form frames. He did that, plus some cleaning, for a week or two before he resumed on the glue machine. (1:91-92). I find the hiatus to be an insignificant factor and, in the context of this case, irrelevant. Employees at Premier have the same supervisor they did at Dittco and, aside from certain reduced pay and benefits, hours and working conditions are substantially the same for employees at Premier as they were at Dittco. Although the products Premier makes may go to a somewhat different market from that Dittco served, from the perspective of the employees working conditions remain essentially the same, as do the basic job skills required. I find that the important similarities between the two operations manifest a ''substantial continuity between the two enterprises.'' *Fall River*, 125 LRRM at 2447; *Capitol Steel*, 299 NLRB 484, 486. Thus, the General Counsel has established this part of the successorship test. I now turn to the second part of that test.

D. *Substantial and Representative Complement*

1. Facts

The evidence on this second part of the successorship test is described in the previous section. Although the record evidence is a bit generalized on the topic, it is sufficiently clear that as of February 9, 1990, (1) Premier employed the same basis job skills and functions that Dittco had employed; (2) the operation at Premier was at a substantially normal production even though it had ''make do'' characteristics flowing from inadequate business; (3) the size of the bargaining unit was substantially the same then as it was later in May and even as of the late date, November 29, of the hearing, and (4) it appears that any expansion of the workforce will depend entirely on whether Premier is able to promote and expand its sales so as to generate orders requiring increased production. At this point nothing is certain in that regard, and Premier's expectations in that regard are not described in the record.

2. Conclusion

As of the Union's February 9, 1990 recognition-demand, 83.3 percent of Premier's 24 production and maintenance employees were former bargaining unit employees from Dittco,[7] as were 100 percent of Premier's 12 nonunit (salaried) employees. Finding that majority, I also find that the General Counsel has established the remaining part of the successorship test. Accordingly, I find that, from its reaching majority status no later than February 9, 1990, the Union has

[6] Although the ownership and rental facts respecting the machinery, equipment, and furniture are a bit unclear, those facts are collateral to the essential matter that Dittco did use the items and now Premier does.

[7] Recall from the earlier discussion that 5 of the 29 hourly employees were administrative (nonunit) employees.

been the exclusive bargaining representative of Premier's production and maintenance employees.[8]

E. *Duty to Recognize and Bargain*

Having found that the evidence satisfies the two-part test of successorship, it is clear, and I find, that Premier is a successor employer to Dittco. Premier, I find, therefore violated Section 8(a)(5) and (1) of the Act on February 9, 1990, when, as alleged,[9] it refused to recognize and bargain with CWA Local 3414.

CONCLUSIONS OF LAW

1. Premier Products, Inc. (Premier) is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. CWA Local 3414 is a labor organization within the meaning of Section 2(5) of the Act.

3. Premier is the successor employer to Dittco Products, Inc.

4. As of no later than February 9, 1990 CWA Local 3414 has been and is the exclusive representative of all employees in the appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

5. The following employees constitute a unit that is appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

> All production and maintenance employees, including leadmen, employed by Premier Products, Inc. at its plant located on Highway 165 North, Ouachita Parish, Louisiana; excluding office clerical employees, technical employees, truck drivers, sales employees, quality control and safety employees, coordinator, foremen, guards, and supervisors as defined in the Act.

6. By failing and refusing to recognize and bargain collectively with the Union as the exclusive representative of Premier's employees in the appropriate unit since February 9, 1990, Respondent Premier has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, 29 U.S.C. § 158(a)(5) and (1).

7. Premier's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent Premier has violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union, CWA Local 3414, I shall order it to cease and desist, on request to recognize and bargain with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[10]

ORDER

The Respondent, Premier Products, Inc., its officers agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain with the Union, Communications Workers of America, Local 3414, AFL–CIO, as the exclusive bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All production and maintenance employees; including leadmen employed by Premier Products, Inc. at its plant located on Highway 165 North, Ouachita Parish, Louisiana; excluding office clerical employees, technical employees, truck drivers, sales employees, quality control and safety employees, coordinator, foremen, guards, and supervisors as defined in the Act.

(b) Post at its facility in Monroe, Louisiana, copies of the attached notice marked ''Appendix.''[11] Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[8] The complaint alleges majority status and exclusive representative status since January 1 (more accurately, January 2, the date of Premier's incorporation). However, except in those cases where it is alleged that the successor was not free to act unilaterally (because it intended from the beginning to hire a majority of the predecessor's employees—something not alleged here), majority status cannot be tested until the successor has hired a substantial and representative complement, and the duty to bargain, assuming a recognition demand, does not attach until that date—February 9, here.

[9] Complaint par. 10.

[10] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[11] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representative of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and bargain with the Union, Communication Workers of America, Local 3414, AFL–CIO, as the exclusive representative of the employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act. WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All production and maintenance employees, including leadmen, employed by Premier Products, Inc. at its plant located on Highway 165 North, Ouachita Parish, Louisiana; excluding office clerical employees, technical employees, truck drivers, sales employees, quality control and safety employees, coordinator, foremen, guards, and supervisors as defined in the Act.

PREMIER PRODUCTS, INC.